

[illegible]

NO.: 2:22-cv-538

2. All acts and occurrences, which give rise to the instant cause of action

occurred within this Honorable Court's jurisdiction.

II. FACTS:

3. The Plaintiff, Brittany Washington, is an adult and competent individual with a physical address of 1503 Calvin Street, Davenport, IA 52804.

4. The Defendant, Arconic, under information and belief, is a business entity with a business headquarters at 201 Isabella Street, Pittsburgh, PA 15212-5858.

5. Arconic is a business entity, which provides a Long Term Disability Plan to its Employees, which is governed by the Employee Retirement Insurance Security Act (ERISA), 29 U.S.C. §1011, et seq.

6. Arconic's disability plan is administered the Hartford Life and Accident Insurance Company (hereinafter referred to as "the Hartford").

7. At all times material and relevant hereto, all policy premiums due on behalf of the Plaintiff under said policy were paid.

8. At all times material and relevant hereto, the Plaintiff performed all obligations required of her under said contract of insurance.

9. At all times material and relevant hereto, the Plaintiff was a qualified participant in the employee benefit plan.

10. On a date certain, the Plaintiff filed an application for long term disability benefits. She received benefits until June 24, 2020.

11. By correspondence, the Hartford reviewed the Plaintiff's Claim and determined that benefits were not payable beyond June 24, 2020.

12. The Plaintiff filed an administrative appeal and submitted sufficient evidence to show that she continues to meet the definition of disability under the Arconic Plan.

13. The Arconic Benefits Appeal committee denied the Plaintiff's claim by correspondence dated November 19, 2021. Arconic advised the Plaintiff's appeal and advised him of his right to bring a civil action under ERISA.

16. Arconic through its administrator, the Hartford, and its own Benefits Appeals Committee acted arbitrarily, capriciously, in a manner serving only its own business interest and in direct violation of ERISA when it denied the Plaintiff's claim for disability benefits.

17. The Plaintiff is entitled to disability insurance benefits under the aforementioned policy as she has satisfied through medical evidence that she meets the definition of disability.

18. The Plaintiff is entitled to recover the benefits due to her under the aforementioned insurance policy in accordance with 29 U.S.C. §1132.

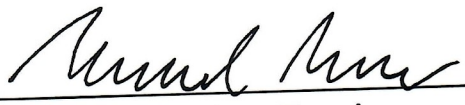
19. As a direct and proximate result of the actions of Arconic as herein above more particularly described, the Plaintiff has been caused to incur attorneys' fees in an amount not yet known.

20. As a direct and proximate result of the actions of Arconic, the Plaintiff has sustained damages in an amount not yet known to the Plaintiff; however, upon information and belief, such damages will approximate the amount of benefits due and owing to the Plaintiff from June 24, 2020 until the present and continuing into the future.

WHEREFORE, the Plaintiff, Brittany Washington, respectfully requests that judgment be entered against Arconic as follows:

1. Ordering Arconic to pay to the Plaintiff, Brittany Washington, Long term disability insurance benefits from June 24, 2020 to the present and continuing into the future as provided for in the policy of insurance;
2. Awarding the Plaintiff, Brittany Washington, prejudgment interest on the award until the date of judgment;
3. Awarding the Plaintiff's attorney's fees, court costs and other reasonable costs incurred for the prosecution of the instant action;
4. Granting such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED,

BY: 
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